

Dean von Germeten
1921 Thurston Ave.
Racine, WI 53403 USA

Planet Home Lending, LLC
321 Research Pkwy, Ste 303
Meriden, CT 06450

Planet Home Lending, LLC
P.O. Box 660016
Dallas, TX 75266-0016

Dear Sir or Madam:

Any Power-of-Attorney granted in past by Dean von Germeten or DEAN R VONGERMETEN to principal or principal's agent(s) is hereby revoked.

You are in receipt of notice under the authority of The Fair Debt Collections Practices Act regarding Loan Number: [REDACTED] currently in good-standing. It is not now, nor has it ever been my intention to avoid paying any obligation that I lawfully owe. However it has recently come to my attention, certain unscrupulous practices in the mortgage lending & financial industry, to wit:

1. Lenders don't lend their own money but secure credit against the borrower's own signature in amounts of 10X or more the loan amount according to fractional reserve banking practices, that becomes assets on the banks' books. These credit assets extended as additional loans, pay off the original loan in a relatively short period of time, as little as 3 years, separate from and not related to the borrower's payments. Failure to reveal full details of an agreement into which a party unknowingly enters in, constitutes lack of full disclosure, fraud, and grounds for cancellation or voiding of the agreement. The sale or transfer of my signed instrument by the lender is not required for a lender to recover consideration it may (allegedly) extended, but only serves to obligate myself (the borrower) to a third party even after the original obligation has been satisfied. Transfer of a fraudulent contract that lacked consideration or full disclosure, does not validate the contract. A person is only liable for contracts voluntarily entered into with principal parties (not agents of) and presuming full disclosure.
2. If the note has been transferred from the Lender to another entity, it must be signed and notarized *in sequence* from the Lender to the party who owns the Note. This has to be ON THE NOTE or on an attachment, (allonge), which makes specific reference to the NOTE.
3. A lawful creditor must have the Original deed to secure debt that the borrower signed at closing. The deed to secure debt acts as the insurance policy for the promissory note; therefore the note and the deed to secure debt cannot be separated.)

In order that I can make arrangements to pay an obligation which I may owe, and to be sure I'm paying the proper party, please document and verify the "debt" by complying in good faith with this request for validation and notice that I dispute part of or all of the alleged debt. Please treat this letter as a "qualified written request" under the Federal Servicer Act, which is part of the Real Estate Settlement Procedures Act, 12 U.S.C 2605(e).

Specifically, I am disputing a) the identity of a true secured lender/creditor, and b) the existence of debt, and c) your authority and capacity to collect on behalf of or as the alleged lender/creditor. Because of extensive criminal activity and fraud in this arena, I require proof of the chain of secured ownership from the original alleged lender/creditor to the alleged current lender/creditor. Further, I require proof that you are either the new note owner or the entity that has been contracted to work on behalf of the alleged lender/creditor, and that funds are actually owed against a TRUE BILL of accounting, and not mere statements of account.

Pursuant to "Subtitle E Mortgage Servicing" of the Dodd-Frank Wall Street Reform and Consumer Protection Act and pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1), please provide:

1. A copy of the original promissory note, redacting my social security number to prevent identify theft, and state under penalty of perjury that you or your named client is the holder in due course of the promissory note, and will produce the original for my own and a judge's inspection should there be a trial to contest these matters. A full, double sided, certified "true and accurate" copy of the original promissory note and security instrument and all assignments of the security instrument. I require proof of claim for any debt I am liable for, evidenced by a sworn affidavit from a party from: Planet Home Lending, LLC, MERS, INC.; hereafter "Principal(s)" having direct first-hand-knowledge and chain of custody of any debt owed to said Principal(s) by Dean von Germeten or DEAN R VONGERMETEN
2. Full name, address and telephone number of the actual entity that funded the transaction. I require the cancelled check (bill of exchange) or draft, front and back showing the asset transfer into the account that funded the alleged "loan".
3. Full name of Trust where the Note Number is trading, or has traded, and where and to whom any interest has been paid or applied. Please provide the identifying Series of Certificates. (Note: If the note number is being traded in a Fannie Mae Trust or Freddie Mac Trust, please provide all information to identify the Trust (i.e. Fannie Mae Pool Number, CUSIP Number, REMIC or SMBS Trust Number and Trust Class/Tranche).
4. Full name, address, and telephone number of the Trustee.
5. Full name, address, and telephone number of the **Custodian of my original Promissory Note**, including the name, address and telephone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641(f)(2) of the Truth In Lending Act. I require the IRS form 1099OID relating to this loan transaction (promissory note, Deed of Trust), which will identify the true Principal(s) and source of funds, and Form S3-A (registration) to show if, when, where and for how much the Promissory Note was sold.
6. Full name, address, and telephone number of the **Custodian of my original Security Instrument**, including the name, address and telephone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641(f)(2) of the Truth In Lending Act.

7. A **physical location (address) of the original promissory note, original security instrument, and all assignments** of the security instrument. I require the opportunity to witness the original wet-ink 'security instrument' (Deed of Trust), and 'promissory note' that I signed that created the alleged debt, and a copy of the loan application, **delivered to my county clerk notary public, who can arrange for my inspection and attestation** of said documents, subject to USC Title 18, Part 1, Ch. 101, sec. 2071 and UCC Article 9. Failure to produce the original promissory note and Deed of Trust for inspection will be evidence of fraud in claiming any right to further bill or charge Dean von Germeten or DEAN R VONGERMETEN.

8. The electronic MERS number assigned to this account if this is a MERS Designated Account.

9. **Proof of true sale of the note** from alleged Lender to investors, by showing Wire transfer document(s), and/or Signed purchase and sale agreement(s), Bank statements or similar documentation.

10. The MERS Milestone Report, if the note number and security instrument was tracked by Mortgage Electronic Registration Systems. I want to see the audit trail of the alleged transfer in ownership and alleged transfer in security interest.

11. A complete audit history from alleged loan origination, showing the dates payments were applied, and to what internal accounts (i.e. principal, interest, suspense, escrow, etc.) payments were applied.

12. A complete and itemized statement of all advances or charges against this account.

13. A complete and itemized statement of the escrow for this account, from the date of the note origination to the date of your response to this letter.

14. I require a certified copy of the alleged Principal's' balance sheet and (Federal Reserve form) FR2046, 2049, and 2099 accounting slips for this account, showing the account hereafter named 'source' that funded the money¹ that any/all advances of valuable consideration on behalf of Dean von Germeten or DEAN R VONGERMETEN originated from. I also require a TRUE BILL itemized ledger account statement of ALL funds raised against the original promissory note, where and when securitized, from the date of the note origination and draw-down, including interest earned therefrom and accounts where applied,

15. A complete and itemized statement from the date of the note origination to the date of your response to this letter of any suspense account entries and/or any corporate advance entries related in any way to this account.

16. I require an affidavit from the party having first hand knowledge that lawful money was advanced on behalf of Dean von Germeten or DEAN R VONGERMETEN and not credit² in the form of

¹ MONEY: In usual and ordinary acceptance it means **gold, silver**, or paper money used as circulating medium of exchange and **does not embrace notes**[federal reserve notes], bonds, evidences of debt, or other personal or real estate. Lane v. Railey, 280 Ky.319, 133 S.W.2d 74,79,81. [Blacks Law 4th revised (1968)pg 1157]

² CREDIT: The ability of a business man to **borrow money**, or obtain goods on time, in consequence of the favorable opinion held by the community, or by the particular lender, as to his solvency and reliability. People v Wasservogle, 77 Cal. 173, 19 P. 270; in re Ford, D.C. Wash., 14 F.2d 848, 849; State ex rel. Globe-Democrat Pub. Co. V Gehner, 316 Mo. 694,294 S.W. 1017, 1018 [Blacks Law 4th revised (1968) pg 440]

"A national bank has no power to lend its credit to any person or corporation..." Bowen v. Needles Nat. Bank, 94 F 925, 36 CCA 553, CERTIORARI DENIED IN 29 S.Ct 1024, 44 LED 637

unlawful bills of credit or non-redeemable privately issued promissory notes under Title 12 sec. 411 [Federal Reserve Notes]. I require proof that the alleged original contract³ (Deed of Trust) was not unconscionable for failure to fully disclose all aspects of agreement, failure to disclose or exchange due and valuable consideration, and failure to sign by alleged Principal's agent.

17. Verification of any notification provided to me of a change in servicer. Complete, itemized statement of the current amount needed to pay-off the alleged "loan" in full.

18. Pursuant to 15 U.S.C. § 1641 (f): Please provide the name, address and telephone number of the owner(s) of the mortgage and the master servicer of the mortgage. Full name, address and telephone number of any master servicers, servicers, sub-servicers, contingency servicers, back-up servicers or special servicers for this account. Please provide verification from the stated creditor that you are authorized to act for them. Please provide copy of your letter of agency/appointment.

19. Please verify under penalty of perjury, that as a debt servicer, you have not purchased evidence of debt and are proceeding with servicing activity in the name of the original maker of the note. I require an affidavit from a party identified by position and authority, having first hand knowledge, swearing that the principal(s) would not be compensated by insurance or would otherwise suffer a loss if the alleged money advanced on behalf of Dean von Germeten or DEAN R VONGERMETEN were not repaid, or a foreclosure need to take place in event of default, to satisfy the alleged "loan."

20. Please verify under penalty of perjury that you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.

21. Please verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment.

You should be advised that within FIVE (5) DAYS you must send a letter stating that you received this letter. After that time you have THIRTY (30) DAYS to fully respond as per the time frame mandated by Congress, in "Subtitle 'E' Mortgage Servicing" of the "Dodd-Frank Wall Street Reform and Consumer Protection Act and pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1). Also be advised that Violations of this Section provide for statutory damages of up to \$4,000 and reasonable legal fees. The amendments also clearly provide that the new notice rules are enforceable by private right of action. 15 USC 1641

³ CONTRACT: An agreement between two or more parties, preliminary step in making of which is offer by one and acceptance by other, in which minds of parties meet and concur in understanding of terms. Lee v. Travellers' Ins.Co. of Hartford, Conn., 173 S.C. 185, 175 S.E. 429 It is an agreement creating obligation, in which there must be competent parties, subject-matter, legal consideration, mutuality of agreement, and mutuality of obligation, and agreement must not be so vague or uncertain that terms are not ascertainable. H.Liebes & Co. V. Klengenberg, C. C.A. Cal., 23 F.2nd 611, 612 [BlacksLaw4th-1968,pg 394]

Failure to provide verified certified copies and or 'originals' of the required documents within thirty (30) calendar days by certified mail [for verification purposes] and or by arrangement to witness originals, will be silent acquiescence and tacit agreement that Dean von Germeten or DEAN R VONGERMETEN has no debt to any of the principal(s) and that noted principal(s) is/are engaging in fraud by stating that they are the 'creditor'⁴, that they 'loaned' any 'money'⁵ or that they are entitled to any valuable consideration from Dean von Germeten or DEAN R VONGERMETEN to satisfy a 'debt' that without restitution would otherwise create a pecuniary 'loss' to them⁶.

I declare I was the "issuer" of the promissory note and deed-of-transfer and exchanged same for land and structures.

I declare I am the sole owner of the private property (land and structures) known as 1921 Thurston Ave., Racine, WI and no factual evidence to the contrary exists.

I declare my acceptance of the Grant Deed signed by Benjamin J. Pliskie, SBN: 1037985 For: Blommer Peterman, S.C. as Attorney-in-fact for the Federal National Mortgage Association, as Grantor to me (as Grantee) showing valid, lawful ownership of the above noted private property by me.

⁴ "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, **make a deal more than any lawful interest** on its money would amount to. If not careful, the power would be the mother of panics,... Indeed, lending credit is the **exact opposite of lending money**, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. 1 Morse, Banks and Banking, 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec. 248." American Express Co. v. Citizens State Bank, 194 NW 429.

⁵ MONEY: In usual and ordinary acceptance it means **gold, silver**, or paper money used as circulating medium of exchange and **does not embrace notes**, bonds, evidences of debt, or other personal or real estate. Lane v. Railey, 280 Ky. 319, 133 S.W.2d 74, 79,81. [Blacks Law 4th Ed. pg 1157] [Federal Reserve Notes are not money as they are 'notes']

⁶ see: **First National Bank of Montgomery v. Jerome Daly**, Dec. 9, 1968 (Justice Court, Credit River Township, Scott County, Minnesota)

TRUTH – IN-LENDING ACT § 131(f)(2)

Disputing the “debt”

Dean von Germeten
Dean von Germeten

Date: 1/18/17

Copy to:

Consumer Response Center
Federal Trade Commission
Washington, D.C. 20580

Executed on Jan. 18th 2017 A.D.

All rights and remedies retained,

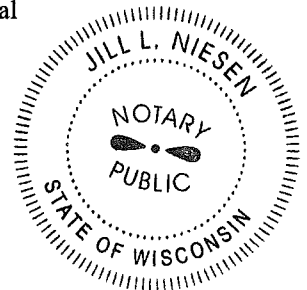
Witnessed by: Jill N. Niesen

State of Wisconsin)
Racine County)

Subscribed and sworn to (or affirmed) before me on this 18th day of Jan., 2017 A.D.,

By: Dean von Germeten I proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature Jill N. Niesen Exp. 10/16/20 Notary Public Seal



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⁹ see: **First National Bank of Montgomery v. Jerome Daly**, Dec. 9, 1968 (Justice Court, Credit River Township, Scott County, Minnesota)

RACINE
603 MAIN ST
RACINE
WI
53403-9998
5668700243
(800)275-8777

2:33 PM

01/18/2017

Product Description	Sale Qty	Final Price
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First-Class Mail Letter	1	\$0.47
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(Domestic)
(DALLAS, TX 75266)
(Weight:0 Lb 0.80 Oz)
(Expected Delivery Day)
(Saturday 01/21/2017)

Certified	1	\$3.30
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(@USPS Certified Mail #)
(70151520000252496610)

Return Receipt	1	\$2.70
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(@USPS Return Receipt #)
(9590940306905196864461)

First-Class Mail Letter	1	\$0.47
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(Domestic)
(MERIDEN, CT 06450)
(Weight:0 Lb 0.80 Oz)
(Expected Delivery Day)
(Saturday 01/21/2017)

Certified	1	\$3.30
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(@USPS Certified Mail #)
(70151520000252496603)

Return Receipt	1	\$2.70
----------------	---	--------

(@USPS Return Receipt #)
(9590940306905196864478)

Purple Heart	1	\$0.47
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(Unit Price:\$0.47)

Total		\$13.41
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Credit Card Remitd		\$13.41
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(Card Name:VISA)
(Account #:XXXXXXXXXXXX5839)
(Approval #:003315)
(Transaction #:781)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Planet Home Lending, LLC
P.O. BOX 660016
Dallas, TX 75266-0016



9590 9403 0690 5196 8644 61

2. Article Number (Transfer from service label)

7015 1520 0002 5249 6610

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

ISAAC AMPOSAL ☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

JAN 22 2017

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Planet Home Lending LLC
321 Research Pkwy Ste. 303
Meriden, CT 06450



9590 9403 0690 5196 8644 78

2. Article Number (Transfer from service label)

7015 1520 0002 5249 6603

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

MERIDEN, CT 06450

Certified Mail Fee \$3.30
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

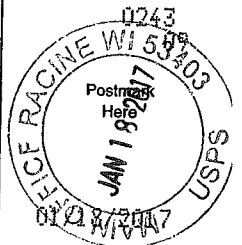
Postage \$0.47

Total Postage and Fees \$6.47

Sent To Planet Home Lending, LLC
Street and Apt. No. or PO Box No. 321 Research Pkwy, Ste. 303
City, State, ZIP+4® Meriden, CT 06450

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions





Planet Home Lending
WE'LL GET YOU HOME

January 24, 2017

Dean Vongermeten
1921 Thurston Ave.
Racine, WI 53403

RE: Mortgagor(s): Dean R Vongermeten
 Property Address: 1921 Thurston Ave
 Racine WI 53403-2340
 Loan Number: [REDACTED]

Dear Dean Vongermeten:

Thank you for your recent inquiry received by our office on 01/24/17 regarding the above-mentioned loan.

At this time we are reviewing the loan to ensure a thorough response. We appreciate your patience while we research this matter further. Upon completion of our research, we will respond to your inquiry.

If you have any additional questions or require further assistance, please contact our Customer Service Department at 1-866-882-8187 Monday through Friday 8:30 am to 9:00 pm ET.

Sincerely,

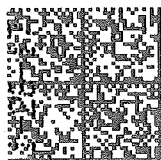
PAUL GULIOSO
REPRESENTATIVE
QW001 019 CSP




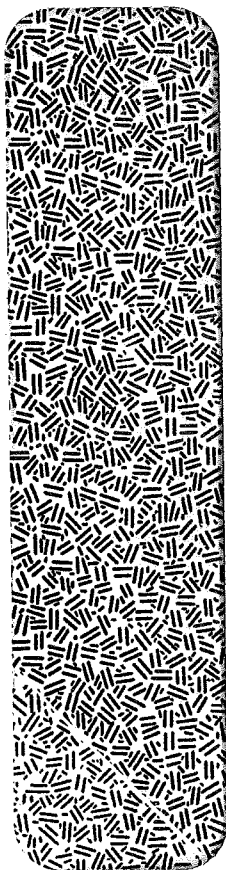
Planet Home Lending
321 Research Parkway, Suite 303
Meriden, CT 06450

ADDRESS SERVICE REQUESTED

PRESORTED
FIRST CLASS



U.S. POSTAGE >>> PITNEY BOWES

ZIP 06450 \$ 000.42³
02 1W
0001385788 JAN 25 2017



013 LAB24MP 53403

